

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

STEWART ABRAMSON, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

Civil Action No. 2:18-00479

OASIS POWER, LLC d/b/a OASIS
ENERGY,

Defendant.

**DECLARATION OF HECTOR LAYA IN SUPPORT OF
OASIS POWER, LLC'S MOTION TO DISMISS**

I, Hector Laya, hereby declare as follows:

1. I am over the age of eighteen and competent to make this declaration. I have personal knowledge of each of the matters set forth below, and if called as a witness, I could and would testify to each of them under oath.

2. I have been employed by Spark Energy, Inc. since August 31, 2016 as the company's Director of Telesales. In my role at Spark Energy, Inc., I am responsible for marketing at Oasis Power, LLC d/b/a Oasis Energy ("Oasis Energy").

3. I am familiar with Oasis Energy's policies and practices concerning marketing its products and services to potential customers. I am also familiar with Oasis Energy's business records, including records of Oasis Energy's marketing communications.

4. I have reviewed the Complaint in this case, including the allegations that "[o]n March 13 and 17, 2018, Mr. Abramson Stewart Abramson received an automated telemarketing call on his cellular telephone number" and "the call was made using an automatic telephone dialing system." Compl. ¶¶ 25, 29.

5. Based on my review of Oasis Energy's business records regarding the calls referenced in the Complaint, I have determined that the alleged calls were not made using an automatic telephone dialing system.

6. In the March 13, 2018 call referenced in Paragraph 25 of the Complaint, a transcript of which is attached here as "Exhibit 1," Oasis Energy's vendor, Pro-Tel Marketing ("Pro-Tel") returned a call Mr. Abramson had made to Pro-Tel to confirm an energy efficiency survey appointment for the following day. *See Exhibit 1* ("Hi Mr. Abramson . . . sorry I missed your call earlier").

7. Based on my review of the transcript and understanding of the vendor's operations, this return call placed to Mr. Abramson on March 13, 2018 was not made with an automated telephone dialing system.

8. During that call, the vendor asked if Mr. Abramson agreed to be transferred to an Oasis Energy agent to hear about lower costs on his electricity bills and Mr. Abramson agreed to be transferred. *See Exhibit 1* ("May I go ahead and transfer you to the energy consultants so you can learn more about this opportunity." "Yes.").

9. Immediately thereafter, the vendor transferred Mr. Abramson to an Oasis Energy agent who confirmed that he wanted to enroll in electric services provided by Oasis Energy.

10. After Mr. Abramson agreed to purchase electricity services from Oasis Energy, the agent connected him with a third party to complete the required third-party verification ("TPV") process. A true and correct copy of the transcript of the transfer and TPV process is attached as Exhibit 2.

11. The TPV agent informed Mr. Abramson that the call would be recorded and asked that Mr. Abramson verify his phone number, address, and energy agreement identification number, which Mr. Abramson verified.

12. The TPV agent then asked if Oasis Energy had Mr. Abramson's "consent to contact and communicate with [Mr. Abramson] at [his] contact information included in this enrollment."

13. Mr. Abramson replied, "I'm not sure what you mean," and the agent again asked if she had his consent to "contact and communicate with you at your contact information that's included in this enrollment." Mr. Abramson responded, "sure," and when the agent asked to clarify whether his answer was yes or no, he responded, "yes."

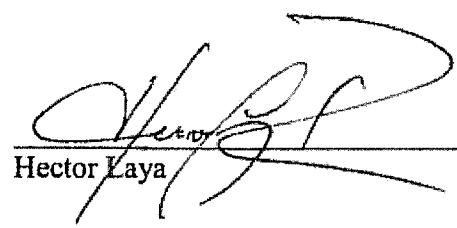
14. Oasis Energy has no record of the March 17, 2018 call referenced in Paragraph 27 of the Complaint. However, based on my knowledge of Oasis Energy's business practices, any follow-up call intended to confirm Mr. Abramson's purchase and transfer from his prior electricity provider would be been manually dialed. It would not have been made with an automatic telephone dialing system.

15. A true and correct copy of the welcome letter from Oasis Energy confirming Mr. Abramson's purchase of electricity from the company is attached as Exhibit 3.

16. Records from Oasis Energy show that Mr. Abramson promptly terminated his electrical service, effective March 22, 2018.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 25th day of May 2018, in Houston, Texas.



A handwritten signature in black ink, appearing to read "Hector Laya". The signature is fluid and cursive, with a horizontal line drawn underneath it.

EXHIBIT 1

Speaker	Narrative
Anna	Hi Mr. Abramson
Mr. Abramson	Yeah
Anna	This is Anna, sorry I missed your call earlier
Mr. Abramson	Okay
Anna	I see here that your in-house energy deficient assessments on your units are scheduled for tomorrow, Wednesday at 2:30 PM. Is that still going to be a good time for you?
Mr. Abramson	Un Hun
Anna	Great – remember this is at no cost to you and it will determine the efficiency of your HVAC unit.
Mr. Abramson	Okay
Anna	Just to reconfirm your address is [REDACTED] [REDACTED].
Mr. Abramson	No, its [REDACTED]
Anna	And this is where you would want the assessment to be done correct?
Mr. Abramson	Un Hun yeah
Anna	Great, the technician usually calls one hour before the appointment time. So please expect a call.
Mr. Abramson	Okay
Anna	And should you need to reschedule for any reason at all, please contact us okay.
Mr. Abramson	Okay
Anna	Mr. Abramson thank you for your call today I am seeing here that we are able to offer you an exclusive promotion on your gas and electric utilities that will provide you with a prize protection against potential rate increases on the supply portion of your electric and gas bills. You are the authorized person to make decisions on your gas and electric bill correct?
Mr. Abramson	Yep
Anna	Okay great. may I go ahead and transfer you to the energy consultants so you can learn more about this opportunity.
Mr. Abramson	Yes
Anna	Great – in the event that we get disconnected do I have your permission to call you back on your telephone number 412-362-[REDACTED]
Mr. Abramson	Yeah
Anna	Great. So please hold while I transfer you.
Mr. Abramson	Okay

EXHIBIT 2

Speaker	Narrative
Mira	Hello this is Mira with [INAUDIBLE] what is your 10 digit [INAUDIBLE] agent ID?
Agent	6245917505
Mira	And that's 6245917505 under [INAUDIBLE]
Agent	Yes
Mira	May I have the [INAUDIBLE] locator
Agent	Alpha 472658
Mira	That's alpha 472658
Agent	Yeah
Mira	Thank you. Would I be speaking with Stewart Abramson
Agent	Yeah
Mira	Ok thank you I'm ready to verify.
Mr. Abramson	Hello
Mira	Hello this is Mira I'll be verifying your services with the Oasis Energy. Today is March 13, 2018 the time is 1:39 PM eastern. For your protection this call is being recorded. Do you understand?
Mr. Abramson	Yes – I'm sorry you said your name is what?
Mira	Mira
Mr. Abramson	ok
Mira	Thank you please answer all questions with a clear year or no. I have your name as Stewart Abramson – please state the name that appears on the Duquesne Light bill?
Mr. Abramson	Stewart Abramson
Mira	Your verbal acceptance of Oasis Energy offers an agreement to initiate service and begin enrollment. Are you over the age of 18?
Mr. Abramson	Yes
Mira	Are you the person authorized to enroll this account with Oasis Energy?
Mr. Abramson	Yes
Mira	Are you currently a Chap customer?
Mr. Abramson	No
Mira	I show the phone number 412-362-[REDACTED] is this correct?
Mr. Abramson	Un Hun
Mira	I'm sorry was that correct
Mr. Abramson	Yes
Mira	Thank you. I show an electric account with a service address of [REDACTED] [REDACTED] is this correct?
Mr. Abramson	Yes

Mira	And Electric Supply your agreement ID of 8214550305 is this correct?
Mr. Abramson	Yes
Mira	I show your billing address to be the same as your service address; does Oasis Energy and its affiliates have your consent to contact and communicate with at your contact information included in this enrollment?
Mr. Abramson	I'm not sure what you mean
Mira	I'm sorry do I have your consent?
Mr. Abramson	My consent to do what?
Mira	To contact and communicate with you at your contact information that's included in this enrollment?
Mr. Abramson	Sure
Mira	Okay, I'm sorry for the recording would that be a yes or a no?
Mr. Abramson	Yes
Mira	Thank you. By providing your electric today, do you agree to authorize Oasis Energy to notify Duquesne Light of your selection by the end of the next business day and confirm your usage history with Oasis Energy for enrollment purposes?
Mr. Abramson	Yes
Mira	You are enrolling in a twelve month fix rate plan and will be charged 10.99 cent circular one hour. On your Duquesne Light bill Oasis Energy will be noted as your electric supplier. Do you understand?
Mr. Abramson	Yes
Mira	You will receive Oasis Energy terms of service by mail reconfirming everything we discussed here today. You will have three business days from your receipt of these terms and conditions to rescind your enrollment by calling Oasis Energy at 1-800-324-3046 and go back to Duquesne Light for service. If you choose to cancel later, there is a no early termination fee so you may cancel free of charge. Do you understand your right to cancel?
Mr. Abramson	I have three days from when I get written notice from Oasis Energy to call 800-324-3046 and cancel for no charge.
Mira	Yes, that the number you may call to cancel and if you choose to cancel later, there is no early

	termination fee so you may cancel free of charge.
Mr. Abramson	Okay – yeah.
Mira	Okay. Thank you by choosing Oasis Energy as your supplier you will remain a customer of Duquesne light for delivery services and Duquesne light will still read your meter, bill you and should be contacted in case of an emergency. The electric service you have elected to switch to is governed by our written terms of service which you will receive at the mailing address you have provided to us. In switching to the Oasis Energy Service, you agree to comply with the terms of service and its outlined terms, conditions, and responsibilities.
Mr. Abramson	Well I don't know what they are cause I haven't received them yet.
Mira	Okay – okay then I'm sorry if you are not able to verify this information I can't continue the verification at this time.
Mr. Abramson	Okay, therefore I agree with the signs of the agreement that I [INAUDIBLE]
Mira	Okay, because the information that I would have to confirm is that in switching to the Oasis Energy Service do you agree to comply with the terms of service and its outlined terms, conditions, and responsibilities.
Mr. Abramson	Yes
Mira	Okay – so do you have any questions you can contact our customer service department through the contact information that will be listed in the terms of service. You understand that Oasis Energy is not Duquesne Light or an affiliate of Duquesne Light but a participating supplier and the customer choice program correct.
Mr. Abramson	Yes
Mira	Thank you for choosing Oasis Energy Mr. Abramson your verification number is 472658. Again that was 472658. Thank you for your time and you have a great day.
Mr. Abramson	Thank you
Mira	Thank you – bye.

EXHIBIT 3



P.O. Box 421289
Houston, TX 77242

Welcome to the Oasis Energy Family!

>000549 00435 009 P51121
Stewart Abramson



3/23/2018

Dear Stewart Abramson,

Thank you for signing up with Oasis Energy. We look forward to the opportunity to serve you.

We've received your request to start service; you will officially be switched to Oasis Energy on your next meter reading. This can take your existing utility 1-2 billing cycles to complete, depending on the date you enrolled and on your next meter read date.

Once a customer, you'll enjoy the many benefits of being part of the Oasis Energy family, including:

1. Local customer care representatives who put you first
2. Convenient online and mobile account management services
3. Competitive plans, services and incentive programs

We truly value your business and look forward to the opportunity to serve your energy supply needs!

Warm Regards,

Oasis Energy Customer Service

Toll Free Phone: 1.800.324.3046

Toll Free Fax: 1.888.373.8028

CustomerCare@OasisEnergy.com

Hours of Operation: Monday – Friday 8am – 5pm CST

My Plan Details

Account Number

Plan

Fixed Power 12 Green

Rate

10.99 Cents/KWH

Term

12 Months

Monthly Fee

\$0

Early Termination Fee

\$0

Effective Start Date

3/22/2018

Service Type

Electric

Featured Item



Rest Easy

Relax with a Security System that never sleeps.

Get a \$200 gift card from us when you sign up with Protect America, our newest partner. Call now 855-213-0303!





**Pennsylvania Residential and Small Commercial
Contract Summary and Terms of Service**

Our Contact Information	Oasis Power, LLC 12140 Wickchester Lane, Suite 100 Houston, TX 77079 Phone Number: 800-324-3046 Email: customercare@oasisenergy.com Oasis Power, LLC is responsible for generation charges.
Price Structure	If Fixed: Your contract price is fixed for the initial term of the plan. If Variable: Your contract price may vary month-to-month according to business requirements or market conditions in PJM. PJM is a regional transmission organization (RTO). You will be notified of any change in price of the variable rate when you receive your monthly bill. You may obtain the 24 months average monthly billed prices by rate class and EDC service territory by calling 1-800-324-3046 or email: customercare@oasisenergy.com . There is no limit on how much your rate may vary from one billing cycle to the next billing cycle
Generation/Supply Price	If Fixed : 10.99 Cents/KWH Fixed monthly charges are for supply charges only and do not include either delivery service or other charges from your local utility or applicable taxes from governmental agencies. If Variable: After the first month you will receive a month-to-month plan where your rate may vary according to business requirements or market conditions in PJM.
Term of Agreement	12 Months We will begin supplying electricity to your account as soon as the EDC processes your enrollment for the term stated above.
Deposit	N/A
Incentives	Your plan may include enrollment incentives.
Renewal	If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or effective date of the proposed changes. These notifications will explain your options going forward.
Early Termination Fees	Fixed Rate Plans: (1) Residential customers – \$0 (2) Small Commercial Customers – \$0 Variable Plan: \$0
Statement Regarding Savings	The supply price offered by Oasis Power, LLC may not always provide savings to the customer.
Electric Distribution Company Information	Your EDC is responsible for delivering electricity to your home. In cases of emergencies relating to your service, such as a power outage, please call your local EDC: Duquesne Light 411 Seventh Avenue (6-1) Pittsburgh, PA 15219 1-412-393-7100 www.duquesnelight.com



Terms of Service

This is an agreement for electric generation service between Oasis Power, LLC (Oasis Power) and you, for the service address or addresses set forth in your Welcome Letter or Electric Service Agreement. Together, the terms of service set forth herein, your Contract Summary, and your Welcome Letter or Electric Service Agreement collectively describe your agreement with respect to your purchase of electric generation service from Oasis Power (Agreement). You will be bound by all the provisions of the Agreement, as they may be amended from time to time. Oasis Power is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2010-2205479. We set the electric generation prices and charges that you pay. Your Electric Distribution Company will deliver the electric generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Definitions

- **Small Business Customer** – The term refers to a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months Electric Distribution Company (EDC) – The public utility providing facilities for the distribution of electricity to retail customers.
- **Electric Distribution Company (EDC)** – The public utility providing facilities for the distribution of electricity to retail customers.
- **Generation Charge** – Charge for production of electricity.
- **Public Utility Commission (PUC)** – the Pennsylvania Public Utility Commission.
- **Transmission Charge** – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Right of Rescission - You may rescind this Agreement at any time before midnight of the third business day after receiving this Agreement by calling us at 1-800-324-3046, email: customercare@oasisenergy.com, or in writing at 12140 Wickchester Lane, Suite 100, Houston, TX 77079.

Terms of Service**1. Basic Service Prices.**

Your rate plan will be as specified in your Contract Summary.

Fixed Rate Plan: You will pay the fixed rate of **10.99 cents** per kilowatt hour (kWh) for the length of your Term

Average Monthly Use	500 kWh	1000 kWh	2000 kWh
Average Price per kWh	10.99 Cents/KWH	10.99 Cents/KWH	10.99 Cents/KWH

Variable Rate Plan: The first month rate will be variable. After the first month you will receive a month-to-month plan where your rate may vary according to market conditions in PJM. PJM is a regional transmission organization (RTO). **There is no limit on how much your rate may vary from one billing cycle to the next.** Variable rate plan customers may obtain the 24 months average monthly billed prices by rate class and EDC service territory by calling 1-800-324-3046 or email: customercare@oasisenergy.com. Please note that historical pricing is not indicative of present or future pricing.

The rate you pay Oasis Power will include the Generation Charge and gross receipts tax, but exclude the Transmission Charge for services provided under this Agreement. Your price does not include applicable Pennsylvania sales tax or any local tax. You are responsible for any and all taxes (whether passed through to you on EDC's bill as a separate line item or as part of the price of electricity, as required by law, rule or regulation) and EDC charges for delivery and distribution services. Except as otherwise provided in this Agreement or as required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. If you are a tax-exempt entity, you must provide Oasis Power with the necessary tax exemption certificates and other documentation to qualify for such status.

2. Billing. Your EDC will continue to issue a monthly bill and the bill will include both your Transmission Charge and your Generation Charge, as well as any other charges incurred in accordance with this Agreement. Bills will continue to be based on actual or estimated meter readings. Oasis Power will use the same meter reading information from the EDC to derive your Generation Charges. Unless otherwise provided herein, your payment terms will be governed by the terms of the EDC's tariff. Oasis Power does not pay or arrange for the payment of any outstanding debts owed by you to the EDC or previous Electric Generation Supplier (EGS).

3. Length of Agreement (Term)/ No Guarantee of Switch Period. The Term of this Agreement is **12 Months**. You will buy your electric generation service for the service addresses set forth in your Welcome Letter or Electric Service Agreement from Oasis Power on the next regularly scheduled meter reading date available and will continue to do so for the entire Term, with the exception of a new meter installation or special meter reading date. Customer acknowledges that Oasis Power cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless Oasis Power from any liability for, or arising out of, delays in this process. You have three (3) business days to accept or decline this Agreement upon its receipt. This Agreement shall remain in effect until you notify Oasis Power in writing or by phone of your intent to cancel.



4. Penalties, Fees and Exceptions.

If you cancel or terminate this Agreement prior to the end of the Term you will pay an early termination fee of \$0. If you contact your utility to discontinue service at your current location, and initiate a request for service at a new location within the same utility's service territory to begin within three days of your existing service, and you are otherwise eligible under the utility's rules, you are entitled to a seamless move and Oasis Power will remain your EGS and the existing terms and conditions of this Agreement will continue to apply. Oasis Power will not send you a new move letter. If you relocate outside of the utility's service territory or your transfer of service fails to meet your utility's seamless move eligibility requirements, then you may cancel this Agreement without penalty. You will be responsible for amounts due, up to the switch date, for all outstanding charges incurred for services prior to cancellation or termination of this Agreement. If you default in the prompt payment of amounts due under this Agreement, you will be liable for any and all fees or charges, including reasonable attorney fees and court costs, incurred in connection with the collection of delinquent balances. Oasis Power may use the services of debt collection agencies, consumer reporting agencies, and other remedies as allowed by law to collect any unpaid balances on your account.

You will be assessed a fee of \$30.00 for payments returned for insufficient funds or credit card transaction not processed due to insufficient funds or credit availability by any method of payment including, but not limited to, bank or personal check, automatic payment plan account deduction or credit/debit card.

5. Cancellation Provisions. You may cancel this Agreement without penalty any time before midnight of the third business day after you received this Contract Summary and Terms of Service. After such third business day, you may cancel this Agreement at any time by calling Oasis Power, but you will be required to pay the early termination fee described in The Contract Summary above, if applicable. You will be responsible for all payments due hereunder until the cancellation of electric generation service is completed. If for any reason Oasis Power is no longer able to economically continue this Agreement, Oasis Power may terminate this Agreement at any time after complying with applicable regulations. This Agreement may be cancelled at the sole discretion of Oasis Power if you fail to meet any of the terms and conditions of this Agreement or if any of the information you have provided to Oasis Power is or becomes untrue. If this Agreement is canceled, expires, or otherwise terminated, you will receive uninterrupted service from the EDC until you designate another provider of electric generation service or service is shut off by the EDC. Only the EDC may shut off your electric power.

6. Agreement Expiration/Change in Terms. If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective. If you do not respond to notices of expiration, the current contract shall remain in place until you (i) select another offer from Oasis Power, (ii) enroll with another EGS, or (iii) return to the default service provider.

7. Information Release and Authorization. By accepting this contract I authorize Oasis Power to obtain information from the utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service, and when charges under this Agreement are included on my Utility bill, billing and payment information from the Utility. I authorize Oasis Power to release that information to third parties who need to use or be aware of such information in connection with my electric generation service, as well as to its affiliates and business partners for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling Oasis Power at 1-800-324-3046 or providing written notice to Oasis Power. Oasis Power reserves the right to reject my enrollment or terminate the Agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by Oasis Power, or if I fail to meet minimum or maximum threshold electricity consumption levels as determined by Oasis Power. If I fail to remit payment in a timely fashion, Oasis Power may report the delinquency to a credit reporting agency.

8. Dispute Procedures. Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

9. Warranties. UNLESS AND TO THE EXTENT EXPRESSLY REQUIRED BY APPLICABLE LAW, OASIS POWER MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

10. Limitation of Liability. You will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power after receipt at the delivery point or points. OASIS POWER WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. YOU HEREBY WAIVE ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.



11. Mandatory Arbitration. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the district in which you are located, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the actions contemplated in Paragraph 12. entitled "Class Action Waiver" below.

12. Class Action Waiver. Any Claim permissible herein must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). Each of the parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE INDIVIDUALLY OR TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

13. Miscellaneous.

(a) If Oasis Power is rendered unable to perform, in whole or in part, by a Force Majeure event, its performance under this Agreement will be excused for the duration of such event. "Force Majeure" means any act or event that is beyond the reasonable control of Oasis Power that adversely affects, interrupts, or precludes its performance. In addition, acts of other parties, including without limitation, RTOs, aggregators, other EGSSs, qualified scheduling entities, EDCs, any governmental authority, and the respective employees and agents of such parties, will also be deemed to be events of Force Majeure.

(b) Your electric generation service will be provided in accordance with your existing connection requirements unless you request a change by the EDC and pay for the cost of that change. You may not resell or use any electric power provided under this Agreement as an auxiliary or supplement to any other source of power. The supply of electric power under this Agreement will be measured at the delivery point by the EDC providing the delivery service in accordance with the terms of the applicable tariff for electric generation service. Oasis Power and you will be bound by the measurement from the meters owned, installed, maintained and read by the EDC.

(c) This Agreement will be governed by, interpreted, construed and enforced in accordance with the laws of the State of Pennsylvania, without regard to principles of conflicts of laws.

(d) These Terms of Service, along with your Contract Summary and Welcome Letter or Electric Service Agreement, constitute the entire agreement between you and Oasis Power relating to the subject matter hereof and supersede any other agreements, written or oral, between you and Oasis Power concerning the subject matter of the Agreement. In the event that there is any change in law as a result of new legislation or changes in existing orders, rules, and regulations that cause a material change of the terms and conditions of this Agreement, Oasis Power will provide you with two (2) separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Upon receipt of written notice of a material change, you may terminate this Agreement without penalty prior to the date such change becomes effective.

(e) Oasis Power may assign, subcontract or delegate all or any part of our rights and/or obligations under this contract, including your payment obligations under the Contract with thirty (30) days notice. You may not assign any of your rights or obligations under this contract without our written consent.

(f) Any failure by Oasis Power to enforce any term or condition of your electric generation service or otherwise exercise any right it may have under this Agreement shall not be deemed a waiver of any rights to thereafter enforce any or all of the terms or conditions of your service or to exercise rights under this Agreement.

(g) Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and applicable order by a court or any regulatory body having jurisdiction, such decisions shall not affect the validity of the remaining portions, and the remaining portions shall remain in effect as if this Agreement had been agreed to without the invalid portion. If any provision of this Agreement is declared invalid, the remainder of this Agreement will be construed so as to give effect to its original intent and effect as near as possible.

(h) The provisions of this Agreement concerning payment, limitation of liability, waivers, arbitration and waiver of class actions will survive the termination or expiration of this Agreement.



14. Contact Information. Information regarding Oasis Power's generation energy sources, energy efficiency, environmental impacts, or historical billing data is available upon request. Residential customers and small commercial customers are entitled to receive at no charge and at least once a year, historical billing data from whomever reads their meter for billing purposes.

Electric Generation Supplier:

Oasis Power, LLC
12140 Wickchester Lane, Suite 100
Houston, TX 77079
Oasis Power, LLC
PO Box 3015
Houston, TX 77253

1-800-324-3046
PA License No.: A-2010-2205479
www.oasisenergy.com
Hours of Operation: Monday through Friday (except holidays), 9:00 a.m. to 6:00 p.m., Eastern Standard Time

Electric Distribution Company & Provider of Last Resort:

Duquesne Light
411 Seventh Avenue (6-1)
Pittsburgh, PA 15219
1-412-393-7100
www.duquesnelight.com

In the case of an outage, call:

1-888-393-7000, press option #1

Public Utility Commission:

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Utility Choice Hotline:

1-800-692-7380

Low Income Assistance Programs. The Low-Income Home Energy Assistance Program (LIHEAP) offers help if you're struggling to pay your home heating bills. LIHEAP is funded by the federal government and administered by the Pennsylvania Department of Public Welfare. The program provides cash grants to help families with heating bills and crisis grants to help families that are at risk of losing their power or coping with heating emergencies, like equipment breakdowns. For more information about the program, call your county agency or the LIHEAP hotline at 1-866-857-7095 from 8 a.m. to 5 p.m. Monday through Friday. Your EDC may provide other payment assistance programs. Call PECO at 1-888-480-1533 to discuss other payment arrangements available to you.

Allegheny Power	1-800-207-1250
Duquesne Light Company	1-888-393-7600
First Energy/Penelec & Met-Ed	1-800-207-9276
PECO-Electric	1-800-774-7040
Penn Power	1-800-720-3600
PPL Electric Utilities	1-800-342-5775
UGI-Electric	1-800-276-2722

Universal Service Program. All utility customers, regardless of their economic circumstances, are entitled to utility service at a reasonable price. Each utility company has programs available to customers, who are on a limited or fixed income, to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services.

15. Rewards Program Terms. Rewards are subject to the following terms and conditions.

For purposes of receiving incentives and rewards, active accounts are defined as those (i) that are billing more than \$0 and (ii) for which we have not received a request to discontinue (drop) service or change programs and (iii) are in *good standing* (*no past-due balance owed*) during the minimum required number of days stated in the offer.

Rewards and incentives are also subject to the reward and incentive terms and conditions stated in the offer, located on our website and stated in the offer and those terms and conditions in the Terms of Service between Oasis Power and you, including, but not limited to, all terms related to dispute resolution. Oasis Power reserves the right to disqualify any account holder from participation in reward and incentive programs.

